

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Seventh day of March in the year of our Lord one thousand eight hundred and ninety six between James D. Deay and Ann Deay his wife of Eudora in the County of Douglas and State of Kansas of the first part, and Charles Soltkholz of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Five Hundred and Fifty DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do grant, bargain, sell and mortgage to the said party of the second part his heirs and assigns forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to-wit: The South East Quarter of the North East Quarter of Section four (4) Township fourteen (14) Range twenty-one (21) Containing forty (40) Acres

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said James D. Deay and Ann Deay his wife hereby covenant and agree that at the delivery hereof they are the lawful owner of the premises above granted, and seized in a good and indefeasible estate of inheritance therein free and clear of all incumbrances

This grant is intended as a Mortgage to secure the payment of the sum of Five Hundred and Fifty Dollars according to the terms of a certain promissory note this day executed and delivered by the said James D. Deay and Ann Deay his wife to the said party of the second part: (Copy of Note) Eudora Mo Mar 7/96  
Five years after date We promise to pay to the order of Chas Soltkholz Five Hundred and Fifty Dollars at 8% per annum, payable annually  
 and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said party of the second part his executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived or not at the option of the party of the second part his executors, administrators or assigns; and out of all the moneys arising from such sales, to retain the amount then due for principal and interest, together with the costs and charges of making such sales, and the overplus, if any there be, shall be paid by the party making such sale on demand to the said James Deay and Ann Deay his wife or heirs and assigns.

In Witness Whereof, The said parties of the first part, have hereunto set their hands and seal the day and year first above written.

Signed and delivered in presence of

John C. Hagenbuch

James D. Deay (SEAL.)

Ann Deay (SEAL.)

Ann Deay (SEAL.)

Ann Deay (SEAL.)

STATE OF KANSAS, } ss.  
 County of Douglas

Be it Remembered, That on this 7th day of Mar, A. D. 1896, before me John C. Hagenbuch, a Notary Public in and for said County and State, came James D. Deay and Ann Deay his wife to me personally known to be the same person who executed the foregoing instrument, and duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal on the day and year last above written.

My commission expires May 5th 1896

Recorded March 15th A. D. 1896, at 9:50 o'clock A.M.

John C. Hagenbuch Notary Public.

James Brooke Register of Deeds.

The following is indorsed on the original instrument:  
 The note herein described having been paid in full this mortgage is hereby released and the lien hereby created discharged.  
 As witness my hand this 16th day of February, A. D. 1898  
Charles Soltkholz  
Attest  
H. C. P. Hillier  
J. D. Lenoir

Recorded Feb 16th 1898  
W. H. Foxworth  
Register of Deeds

